

FILED
Western District of Washington
at Seattle

JAN 30 2019

MARK L. HATCHER, CLERK
OF THE BANKRUPTCY COURT

Paula Pehl
813 Barnhart St.
Raymond, WA 98577

January 24, 2019

The Honorable Judge Christopher Alston
Bankruptcy Court, Western District of Washington
700 Stewart St.
Seattle, Washington 98101

Case # 16-11767-CMA (Northwest Territorial Mint)

Supplemental Declaration to Docket #1999 in direct response to Docket #1979.

Mr. Northrup's response to the Court's question about the alteration of the brief in support of the Mike White hiring (Docket #0753) is viciously distorted to cover the truth.

We submit what are the facts:

1. The issue of opposition to the continuation of Erin Robinson and Paul Wagner is unrelated to the issue of the Mark White employment because Mike White was being hired as Production Manager in Dayton, NV whereas Erin Robinson worked in Kent, WA and Paul Wagner, also in Kent, was to be Mike White's superior and the person he reported to. Mr. Northrup is attempting to distort the facts to hide the truth.
2. The "hire / fire" clause did not originate with Ms. Pehl, but was a term of employment given by the Trustee in verbal representations allegedly made to the candidate but not supported by the Letter of Engagement. The issue came up because of the lack of a written, proper employment contract and confusion about the terms of employment.
3. The issue of Jeff Goodfellow came up in regards to the fact that he held the position of Production Manager and he did not "step down" to his former position as the Trustee alleged he would to allow Mr. White to take up his position. To try to help save face for everyone, a proposal was floated to make Mr. White VP of Production.
4. The added sections to Mr. Northrup's "vanilla" draft were meant to ask the Court for clarification of Mr. White's position, given the hopeless muddle created by the Trustee.
5. After the intervention of Mr. Calvert and Mr. Gearin, all the clauses requesting clarification of the employment terms were dropped.

The missing section dropped in the filed 0753 version of the response does not support Mr. Northrup's narrative of the motives ascribed to Paula Pehl. The sections dropped were merely

page 1 of 2

reasonable requests for clarification of terms of employment formulated and worded by Mr. Northrup himself. The missing section:

however, the Committee is concerned that the scope of Mr. White's authority and duties as Production Manager has not been adequately set forth in the brief "employment offer"/letter agreement attached as Exhibit A to the Declaration of Mark Calvert (Dkt. #712) filed in support of the Employment Motion. At a minimum, the Committee believes that the contractual agreement between the Trustee and Mr. White should address and clarify the following issues:

a.) The Committee understands that there is already a Production Manager at the Debtor's Dayton location. What is or will be the relationship between Mr. White and the current Production Manager?

b.) What specific authority does Mr. White have to make personnel decisions, particularly personnel retention decisions that affect production?

5.) Mr. White has left a responsible position to work for the Trustee and, ultimately, the creditors in this case. The Committee applauds Mr. White for his decision and simply wants to make sure that Mr. White is given the resources, support and authority to do his job: stabilize, build, manage, and enhance the Debtor's production at the Dayton facility.

It was understood at all times that any authority that Mr. White might be assigned to hiring and firing decisions related exclusively to production line personnel in Dayton.

We ask the Court to review the emails attached in evidence of the true and complete exchange that occurred regarding the issue of the Mike White hire, done under extreme time constraints starting at about noon on Sept 28, 2016 for a filing deadline given as 5:00pm of the same day.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Respectfully submitted,



Paula Pehl
Member, Unsecured Creditors' Committee

page 2 of 2